



LEGAL BULLETIN

NICOLAUS COPERNICUS UNIVERSITY IN TORUŃ

Year 2023; item 271

ORDER No. 157

by the Rector of Nicolaus Copernicus University in Toruń

of 19 July 2023

Regulations of student mobility competition of Nicolaus Copernicus University in Toruń Student Mobility for InternationAl CoopeRaTion: SMART3

Pursuant to § 52 section 3 of the Resolution No. 37 by the NCU Senate of 16 April 2019 Statute of Nicolaus Copernicus University in Toruń (NCU Legal Bulletin of 2019 item 120 as amended.), in relations to Order No. 225 by the NCU Rector of 16 November 2021, Organization and management rules of “Excellence Initiative – research university” program at Nicolaus Copernicus University in Toruń (Legal Bulletin of 2021 item 374 as amended)

it is provided, as follows:

§ 1

Student mobility competition of Nicolaus Copernicus University in Toruń Student Mobility for InternationAl CoopeRaTion: SMART3”, hereinafter referred to as „competition”, is organized under the “Excellence Initiative – research university” program (IDUB), in which Nicolaus Copernicus University, hereinafter referred to as “University”, by the decision of the Minister of Science and Higher Education, obtained the status of a Research University.

§ 2

1. The purpose of the competition is to enable those studying at the University to gain international research experience by providing financial support for research projects in foreign research units
2. A maximum of two editions of the competition per year are envisaged until 2025, until the funds allocated for this purpose in the IDUB program are exhausted.
3. Under the competition, it is possible to obtain funding for a scientific visit of 2 to 4 weeks, hereinafter referred to as an "apprenticeship", to a foreign scientific institution. Particular preference will be given to applications for trips to universities that are partner universities of university centers of excellence or research teams of emerging research fields within IDUB and members of the Young Universities for the Future of Europe consortium.
4. One application for funding of internship can be submitted in one edition.
5. In the case of obtaining funding for an apprenticeship, one receives a grant in the form of an apprenticeship contract, for an amount that is the sum of travel and stay costs, calculated

on the basis of lump sums described in sections 6 and 7, depending on the distance from Toruń or Bydgoszcz, respectively, to the destination and the length of stay.

6. Travel expenses shall be calculated in accordance with the following table:

Distance (in km) in a straight line from Toruń or Bydgoszcz to the destination	Gross amount
below 500	1 040 PLN
500 – 999	2 080 PLN
1 000 – 2 999	3 120 PLN
3 000 – 5 999	4 160 PLN
6 000 – 9 000	5 200 PLN
over 9000	6 240 PLN

7. A lump sum to cover the cost of living and accommodation at the place of apprenticeship shall be:

- 1) 300,00 PLN gross for each day of the apprenticeship in OECD countries,
- 2) 200,00 PLN for each day of the apprenticeship in a country outside OECD.

8. Income tax shall be deducted from the amount of financial support received in the competition in accordance with applicable regulations.

§ 3

1. Applications for the competition, in accordance with the form attached as Annex No. 1 to this Order, shall be sent using the online form provided at www.umk.pl/idub by the date specified in the competition announcement.
2. The following must be attached to the competition application:
 - 1) a resume with a list of achievements including the scientific activity of the applicant (maximum of 1 A4 page)
 - 2) a description of an independent research project or participation in research work conducted at the institution, detailing the role of the applicant in their implementation (maximum 1 page of A4)
 - 3). a certificate on the average grade of studies obtained in the previous academic year issued by the dean's office of the faculty where the applicant studies
 - 4) a letter of motivation or a recommendation from a research supervisor employed at the University with a justification of how the trip will affect the applicant's academic development (maximum 1 A4 page)
 - 5) written consent from the host institution to carry out an independent research project or participate in research work conducted at the institution
 - 6) A GDPR consent statement.
3. Applications sent for the competitions shall be evaluated by an evaluation committee nominated by IDUB coordinating team. The committee shall include experts representing each of the three fields: (1) Humanities, Art. and Social Sciences, (2) Science and Technology and (3) Life Sciences, the coordinator of Erasmus+ program at the University, and at least one representative of IDUB Working Group No. 2.
4. In the case of formal deficiencies in the application, the applicant shall be called upon to supplement them within the time limit set by the competition committee.

5. If the deficiencies are not corrected within the prescribed period, the application shall be left without consideration.

§ 4

1. The substantive evaluation of applications shall take into account:
 - 1) previous scientific activity of the applicant (from 0 to 20 points),
 - 2) the substantive value of the research project (from 0 to 25 points),
 - 3) average of studies (average multiplied by 5 - up to 25 points),
 - 4) the impact of participation in the research project on the scientific development of the applicant (from 0 to 10 points),
 - 5) the rank of the host institution (from 0 to 10 points),
 - 6) the status of the hosting institution being a partner institution of the University within the framework of the YUFE program or within the framework of inter-university partnerships implemented by university centers of excellence and research teams of emerging research fields (from 0 to 10 points).

Application evaluation sheet constitutes Annex No. 2 to this order.

2. The competition committee prepares a ranking list of competition applicants, which it submits to the Rector through the chairman of the IDUB coordination team.
3. The coordinating team reviews the ranking lists submitted by the competition committee and recommends the winners of the competition.
4. The competition shall be decided by the Rector's decision.
5. The lists of competition winners shall be announced at www.umk.pl/idub by the date specified in the announcement. The decision and evaluation sheet shall be sent by e-mail to the address provided in the application form.
6. The trip that is the subject of the application must take place no later than within 12 months from the announcement of the decision of the competition committee.
7. The winners or winners of the competition are required to obtain the approval of the dean of the faculty for the foreign trip related to the apprenticeship.
8. After approval of the internship application, a contract is signed between the University and the host unit, unless the parties agree otherwise. The agreement specifies in particular: the substantive conditions of the apprenticeship and the division of any intellectual property rights. The annex to the agreement is the internship program. A model agreement is attached as Annex No. 3 to this Order.
9. Upon approval of the application for the internship, the SMART3 winner or laureate shall sign a contract with the University for the financing of the foreign internship, which is attached as Annex No. 4 to this Order.

§ 5

1. The applicant is entitled to a request for reconsideration of the Rector's decision, submitted in writing (a scan of the signed document) to: mobilności_ds@umk.pl no later than 7 days from the date of receipt of the decision.
2. The request may be based only on a violation of the rules of the competition.
3. The Rector's decision issued as a result of a request for reconsideration shall be final.

§ 6

1. The winners of the competition shall be obliged to conclude, at their own expense, an insurance contract for the period of their stay abroad with respect to:
 - a) medical expenses or health insurance,
 - b) personal accident insurance,
 - c) civil liability insurance adequate to the activities performed in connection with the implementation of an independent research project or participation in research work conducted at a foreign institution.
2. Payment of funds for the implementation of the project or participation in research work carried out at the institution shall be conditional on the presentation to the organizers of the competition of a contract concluded with an insurer within the scope referred to in section 1 letters a-c.

§ 7

1. A person who has completed an apprenticeship funded by the competition shall be required to submit to the chairman of the IDUB coordinating team, approved by the academic supervisor, a report on the apprenticeship completed within 2 months of the end of the apprenticeship.
2. The Organizer shall be entitled to amend the provisions of these Regulations. Each time the Organizer shall inform about the change of the Regulations by posting the new version on the website www.umk.pl/idub.

§ 8

Order No 24 by the NCU Rector of 10 February 2022 Student mobility competition of Nicolaus Copernicus University in Toruń Student Mobility for International Cooperation: SMART3”, (NCU Legal Bulletin of 2022 item 46) is hereby revoked.

§ 9

The Order comes into force on 19 July 2023.

RECTOR

Professor Andrzej Sokala, PhD

**Application to student mobility competition of Nicolaus Copernicus University
in Toruń**

Student Mobility for International Cooperation: SMART3
under the „Excellence Initiative – research university” program

Applicant's personal details (name, surname, date of birth, faculty, study program and year, telephone number, e-mail address)
Title of the project
Time and place of project's implementation The period of stay must be provided in detail (from DAY-MONTH-YEAR to DAY-MONTH-YEAR), number of days spent abroad along with the place (city, country)
The institution at which the applicant will implement the project of participate in an implemented research project Detailed information should be provided concerning the University, institution, faculty, chair, research team (if applicable)
The field which the project concerns (<i>mark one</i>)
Humanities, Arts and Social Sciences <input type="checkbox"/>
Science, Natural Sciences and Technology <input type="checkbox"/>
Life Sciences <input type="checkbox"/>
Personal details of project supervisor at NCU (title/degree, name, surname, faculty, unit, position, telephone number, e-mail address)

Personal details of project supervisor at the foreign institution (title/degree, name, surname, faculty, unit, position, telephone number, e-mail address)
Attachments
1. a resume with a list of achievements including the scientific activity of the applicant (maximum of 1 A4 page) 2. a description of an independent research project or participation in research work conducted at the institution, detailing the role of the applicant in their implementation (maximum 1 page of A4) 3. a certificate on the average grade of studies obtained in the previous academic year issued by the dean's office of the faculty where the applicant studies 4. a letter of motivation or a recommendation from a research supervisor employed at the University with a justification of how the trip will affect the applicant's academic development (maximum 1 A4 page) 5. written consent from the host institution to carry out an independent research project or participate in research work conducted at the institution 6. A GDPR consent statement
Information on obtaining project funding in previous editions of the competition (from the second edition of the competition)
Was funding obtained in previous editions of the competition ? YES <input type="checkbox"/> NO <input type="checkbox"/>
..... (applicant's signature)

**Substantive application assessment form in the student mobility competition
at the Nicolaus Copernicus University in Toruń
Student Mobility for International Cooperation: SMART3
under the "Excellence Initiative - Research University" programme**

Name and surname of the applicant:

.....

Item	Assessment criterion	Points awarded
1.	Applicant's scientific activity to date (from 0 to 20 points)	
2.	Substantive value of the research project (from 0 to 25 points)	
3.	Grade average point from studies (average grade point multiplied by 5, to 25 points)	
4.	Relevance of the participation in the research project on the scientific development of the applicant (from 0 to 10 points)	
5.	Rank of the host institution (from 0 to 10 points)	
5.	Status of the host institution: partner institution of the University under the YUFE programme or under interuniversity partnerships implemented by university centres of excellence and research teams in emerging fields (from 0 to 10 points)	

Total points:

.....

Substantive assessment:

.....
.....
.....

Signature of the reviewer:

AGREEMENT

on assigning a student for an internship
concluded onbetween:

Nicolaus Copernicus University in Toruń, Gagarina 11, 87-100 Toruń,

Taxpayer Identification Number: 879 017 72 91,

National Business Registry Number: 000001324,

hereinafter referred to the "University" represented by:

.....,

and

.....

hereinafter referred to the "Host Entity",

collectively referred to as the "Parties".

§ 1

The subject of the Agreement is to lay down the rules of assigning a student of the University for an internship in the Host Entity.

§ 2

1. The place where the internship will be conducted:
(Host Entity)
2. The Parties agree on the date of commencement of the internship as, which is at the same time the date of the commencement of the stay in the Host Entity for days.
3. The internship programme agreed by the parties is an integral part of the Agreement.

§ 3

The University undertakes to:

- 1) assign the student of the University for an internship
(name and surname of the student)
in the Host Entity in the period that allows the commencement of the internship on the date specified in § 2.2 herein;
- 2) cover the costs of sending the student to the office of the Host Entity with the exception of fees incurred in connection with the use of the infrastructure of the Host Entity during the internship insofar as they are required.

§ 4

The Host Entity undertakes to:

- 1) enable the student of the University to complete the internship programme by making

- available the necessary infrastructure that is at the disposal of the Host Entity;
- 2) notify the University about the commencement of the student's internship in accordance with its programme;
 - 3) acknowledge the completion and dates of the internship completed by the student of the University.

§ 5

1. All results obtained during the internship by the student of the University, including any information regardless of whether it may be protected, resulting from the activities conducted under the Agreement are the property of the University.
2. Nothing in this Agreement shall be construed or interpreted to confer on the Host Entity any ownership or any rights of access to the results and information arising from the Internship Programme or information, copyright, data, documents, materials or intellectual property rights owned by the University.
3. In the event that the Host Entity deems it necessary to protect the confidentiality of data, documents or other materials made available to the student of the University doing the internship, the Host Entity undertakes to conclude a separate confidentiality agreement with the University. In the event that confidential information is to form part of a diploma thesis, dissertation, publication or poster prepared by the student of the University, the confidentiality agreement will contain specific provisions to protect confidential information.
4. The student is obliged to immediately inform the University and the Host Entity of any circumstances that may affect the provisions of the Agreement regarding intellectual property.

§ 6

1. The Parties shall settle any disputes arising in the course of performance of the Agreement amicably.
2. Either party may terminate the Agreement before the end of its term as specified in § 2.2 at two weeks' notice.

§ 7

1. The Agreement is drawn up in three counterparts, one for the University, one for the Host Entity and one for the student of the University.
2. Any amendment to this Agreement may only be made in writing or otherwise shall be null and void.

.....
(Host Entity)

.....
(University)

AGREEMENT

on financing an apprenticeship abroad

signed on between:

Nicolaus Copernicus University in Toruń, ul. Gagarina 11, 87-100 Toruń, NIP: 879 017 72 91, Regon: 000001324, hereinafter referred to as “University”, represented by:

.....

and

.....

(*name and surname, address: city, street, number of building, number of apartment*) hereinafter referred to as “Apprentice”, hereinafter referred to as “Parties”.

§ 1

The subject of the Agreement is to define the rules of financing the apprenticeship done by the Apprentice at

..... (*name of the hosting institution*).

§ 2

The rules of granting, financing and accounting for the apprenticeship, as well as the rights, obligations and interaction of the Parties to the Agreement shall be governed by the provisions of the Act of July 20, 2018. Law on higher education and science (Journal of Laws of 2018 item 1668 as amended)

§ 3

1. The place of apprenticeship is: hereinafter referred to as “hosting institution”.
2. The Parties decide the day of starting the apprenticeship to be, which is at the same time the day of starting the stay at the foreign research unit.
3. The duration of stay at the foreign research unit is days.
4. The apprenticeship program is defined by the Apprentice in coordination with their research supervisor at the University and the hosting institution, and constitutes an attachment to this agreement.
5. Any changes in the date and program of the apprenticeship shall be made upon written request with the opinion of the Apprentice direct supervisor and with the approval of the host unit.

§ 4

1. The University undertakes to assign funding to the amount of:
 - 1) PLN (in words:), constituting a lump sum to cover the Apprentice's travel expenses to the host unit,
 - 2) PLN (in words:), constituting a lump sum to cover the Apprentice's maintenance and accommodation during the apprenticeship.
2. The funding referred to in section 1 shall be transferred to the Apprentice by the University after deduction of advance income tax to the bank account no. at before the following date.....

§ 5

1. The apprentice shall be obliged to have at least basic health insurance for the duration of the apprenticeship, including, in particular, insurance for the costs of treatment and transport to the hospital, covering the stay in the hosting institution and travel to its headquarters and return travel to Poland.
2. The apprentice who is a citizen of one of the European Union member states, if insured there, shall be obliged to have at least a European Health Insurance Card if the hosting institution is located in a member state of the European Union or the European Free Trade Association.
3. The apprentice shall be obliged to provide the University with confirmation of the insurance referred to in section 1 or 2 no later than 7 days before the commencement of the apprenticeship at the hosting institution.

§ 6

1. In order to settle the funds granted for the internship, the Apprentice shall submit to the Chairman of the IDUB Coordination Team a final report, including, in particular, a report on the apprenticeship in a foreign research unit and confirmation by an authorized person from the hosting institution of the apprenticeship, along with its duration.
2. Failure to meet any of the conditions listed in section 1 shall be the basis for recognition of the agreement as not executed and shall result in the obligation of the Intern to reimburse the University in full the funds granted for expenses specified in § 4 section 1 of the agreement, together with statutory interest for delay calculated from the date of transfer of funds until the date of their return.
3. If there are indications of cessation of scientific activity or significant failures in the performance of the Intern's obligations under the agreement, this agreement may be terminated without notice by the University with immediate effect.
4. In the event of termination without notice of the agreement, the Apprentice shall be obliged to return to the University within 7 days from the date of termination or cancellation of this agreement all funds granted for expenses specified in § 4 section 1 of the agreement, together with statutory interest for delay calculated from the date of transfer of funds to the date of their return.

§ 7

1. The Apprentice undertakes to do the apprenticeship on the basis of:
 - 1) apprenticeship program;
 - 2) generally applicable laws;
 - 3) good practices in a given scientific field or discipline;
 - 4) internal regulations of the hosting institution;
 - 5) provisions of the Agreement.
2. The University shall not be liable for any, if any, damages arising in relation to the internship, incurred by the Apprentice or third parties.
3. The Apprentice authorizes the University to transfer their personal data to the hosting institution for the purpose and to the extent necessary for doing the apprenticeship.

§ 8

The costs of activities arising from the implementation of the contract, including, in particular, the costs of administrative and financial support for the payment of funds for the apprenticeship shall be paid by the University.

§ 9

1. In matters not regulated in the contract, the provisions of the Civil Code shall apply.

2. Disputes arising in the course of the performance of the contract shall be settled by a common court of competent jurisdiction at the seat of the University.

§ 10

1. The Agreement has been drawn up in three identical copies, one of which shall be received by the Apprentice, and two by the University.
2. All amendments to this Agreement may be made in the written form only, under the pain of invalidity.
3. The apprenticeship program constitutes an attachment to this agreement.

.....
(Apprentice)

.....
(University)